

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

In re: Ercell N. Webb	)	
	)	Case No. 10-46624
	)	
	)	Chapter 13
Debtor(s)	)	Confirmation hearing: 5 North
	)	Judge Schermer
	)	December 16, 2010, 9:00 a.m.

**SECOND AMENDED CHAPTER 13 PLAN**

**PAYMENTS.** Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts: (complete one of the following payment options)

**\$100.00 per month for 6 months, until December of 2010, and thereafter \$160 a month for the next 54 months.**

**In addition, Debtor shall pay to the Trustee, and the plan base shall be increased by the following:**

**(1) Debtor shall send any tax refund received during the plan to the Trustee; however, debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain from such refunds the lesser of the sum of two monthly plan payments or \$600 from such tax refunds, each year, for necessities. (2) Fifty percent of any distribution paid or payable to the debtor from debtor's pension plan or as an employee bonus. (3) Additional lump sum(s) consisting of \_\_\_\_\_, if any, to be paid to the Trustee.**

**A minimum of 0% will be paid to non-priority unsecured creditors.**

**DISBURSEMENTS.** Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below:

**1. Trustee and Court Fees. Pay Trustee a percent of all disbursements as allowed by law**

**2. Executory Contract/Lease Arrearages. Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3(A or B) over the following period,**

estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD
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3. Pay sub-paragraphs concurrently:

(A) Post-petition real property lease payments. Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(B) Post-petition personal property lease payments. Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
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(C) Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence ) Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph \_\_\_\_ below.

CREDITOR NAME	MONTHLY PAYMENT
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(D) Post-petition mortgage payments on Debtor's residence. Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
HSBC	\$1,522.00	Debtor
GMAC	\$457.00	Debtor

(E) DSO Claims in equal installments. Pay the following pre-petition domestic support obligation arrears in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
No pre-petition claims		

4. Attorney Fees. Pay Debtor's attorney \$1,700 (\$2000- \$300 already paid) in equal monthly payments over 26 months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below. [See procedures manual for limitations on use of this paragraph]

5. Pay sub-paragraphs concurrently:

(A) Pre-petition arrears on secured claims paid in paragraph 3. Pay arrearage on debt secured by liens on real property in equal monthly installments over the period and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
GMAC	\$480.53	48 months	0%
HSBC	\$5,408.55	48 Months	0%

**(B) Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 6.34% interest.

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
None			

**(C) Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 6.34% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 7(A), estimated as set forth below:

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
None				

**(D) Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period and with interest as identified below.

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INT. RATE
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6. Pay \$300 of debtor's attorney's fees and any additional attorney fees allowed by the Court .

7. Pay sub-paragraphs concurrently:

**(A) Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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**(B) Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to § 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid directly by Debtor(s).

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
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8. **Priority Claims.** Pay the following priority claims allowed under 11 U.S.C. section 507 in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
none	

9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$87,961.00. Estimated amount available \$0. Estimated repayment in Chapter 7: \$0.00. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$0.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

CREDITOR	COLLATERAL
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(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

CREDITOR	CONTRACT/LEASE
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10. Other:

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

14. Any post-petition claims filed and allowed under 11 U.S.C. section 1305 may be paid through the plan.

**CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR.**

**DATE:** /s/ 11/10/2010

**DEBTOR:** /s/ Ercell Webb

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
ST. LOUIS DIVISION

IN RE: Ercell N. Webb, III

CASE NO. 10-46624

CHAPTER 13

## Certificate of Service

## CERTIFICATE OF SERVICE

I certify that a copy of the attached second amended plan was sent by electronic notice or mailed postage pre-paid on or before November 18m 2010 to the following parties:

Office of the US Trustee, 111 S 10th St., 6th Fl, St. Louis, MO 63102

Date: 11/18/2010

/s/ Douglas M. Heagler

Douglas M. Heagler

Attorney for the Debtor(s)

AMEX  
-xxxxxxxxxxxx8793  
PO BOX 297871  
FORT LAUDERDALE FL 33329

CHASE  
xxxxxxx3565  
PO BOX 15298  
WILMINGTON, DE 19850

DISCOVER FIN SVCS LLC  
xxxxxxx6068  
PO BOX 15316  
WILMINGTON, DE 19850

BANK OF AMERICA  
14  
PO BOX 17054  
WILMINGTON, DE 19850

CITI  
xxxxxxx1966  
PO BOX 6241  
SIOUX FALLS, SD 57117

GEMB/GE MONEY BANK LOW  
xxxxxxx6025  
PO BOX 103065  
ROSWELL, GA 30076

BANK OF AMERICA  
9674  
PO BOX 17054  
WILMINGTON, DE 19850

CITI FLEX  
xxxxxxxxxxx6061  
PO BOX 6241  
SIOUX FALLS, SD 57117

GMAC MORTGAGE LLC  
xxxxx3097  
3451 HAMMOND AVE  
WATERLOO, IA 50702

CHASE  
xxxxxxx2165  
PO BOX 15298  
WILMINGTON, DE 19850

COMMERCE BK  
xxxxxxxxxxx6285  
911 MAIN ST  
KANSAS CITY, MO 64105

Hsbc Bank  
P.O. Box 5253  
Carol Stream, IL 60197

CHASE  
xxxxxxx2528  
PO BOX 15298  
WILMINGTON, DE 19850

DISCOVER FIN SVCS LLC  
xxxxxxx9023  
PO BOX 15316  
WILMINGTON, DE 19850

HSBC/BSBUY  
xxxxx-xxxxx3975  
PO BOX 15519  
WILMINGTON, DE 19850

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IN RE: Ercell N. Webb, III

CASE NO. 10-46624

CHAPTER 13

## Certificate of Service

(Continuation Sheet #1)

HSBC/CASML  
xxxxxx-xxxxxx4072  
PO BOX 15524  
WILMINGTON, DE 19850

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xxxxxxxxxxxxxx3705  
4325 17TH AVE S  
FARGO, ND 58125

HSBC/MS  
xxxx4989  
PO BOX 3425  
BUFFALO, NY 14240

WFNNB/AMERICAN  
xx0429  
4590 E BROAD ST  
COLUMBUS, OH 43213

IRS  
Insolvency  
P.O. Box 66778  
Stop 5334STL  
St. Louis, MO 63166

Missouri Department of Revenue  
Bankruptcy Unit  
P.O. Box 475  
301 W. High Street  
Jefferson City, MO 65105-0475

RBS CITIZENS NA  
xxxxxxxxxxxxxx1602  
1000 LAFAYETTE BLVD  
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TARGET NB  
xxxxxxxxxxxxxx7653  
PO BOX 673  
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xxxxxxxxxxxxxx8799  
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